

EXHIBIT

“B”

RingCentral®

Payment Schedule	Monthly - Contract Payment Period
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Total Pricing for Selected Options (RingCentral Office Services)						
Service	Charge Term	Quantity	Rate	Monthly Subtotal	Annual Subtotal	One-time Subtotal
Office Standard 100 - 999 lines	Monthly - Contract	197	\$9.50	\$1,871.50	\$22,458.00	\$0.00
Cost Recovery Fee (DigitalLine Unlimited) (Office Standard 100 - 999 lines)	Monthly - Contract	197	\$3.50	\$689.50	\$8,274.00	\$0.00
E911 Fee (DigitalLine Unlimited) (Office Standard 100 - 999 lines)	Monthly - Contract	197	\$1.00	\$197.00	\$2,364.00	\$0.00
Polycom VVX250	One - Time	97	\$79.00	\$0.00	\$0.00	\$7,663.00
Polycom VVX350	One - Time	100	\$108.00	\$0.00	\$0.00	\$10,800.00
New Service Amount				\$2,758.00	\$33,096.00	\$18,463.00
Total Initial Amount*				\$21,221.00		
*Does not include Taxes and Fees						

Cost Center Billing:

For customers with cost center billing, it is the customer's responsibility to provide cost center allocation information to RingCentral at least 10 days prior to the issuance of the invoice. After the information is received, it will be reflected on future invoices, but will not be adjusted retroactively on past invoices. If purchasing additional services through the administrative portal, it is the customer's responsibility to assign cost centers at the time of purchase; otherwise, those services will not be allocated by cost center on the next invoice. Please note that cost center allocation is not available for certain items, such as minute bundles and credit memos. For additional questions, please contact the RingCentral invoice billing team at invoicebilling@ringcentral.com.



INITIAL ORDER FORM - OFFICE SERVICES

This Initial Order Form is a binding agreement between RingCentral, Inc. (“RingCentral”) and Township of West Orange NJ, (“Customer” or “You”) (together the “Parties”), for the purchase of the Services, licenses, and products listed herein. This Initial Order Form is subject to the terms and conditions specified in the applicable Agreement between the Parties. Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties.

Service Provider	
Service Provider	RingCentral, Inc.
Address	20 Davis Drive
City, State & Zip Code	Belmont, CA 94002
Country	USA

Customer	
Customer	Township of West Orange NJ
Address	West Orange New Jersey 07052, USA
City, State & Zip Code	West Orange, NEW JERSEY 07052
Country	United States
Billing Contact Person	
Billing Contact Phone	
Billing Contact E-mail Address	

Service Commitment Period	
Start Date	March 5 th , 2020
Initial Term	36 Months
Renewal Term	36 Months

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Credit: Customer will be entitled to receive a one-time credit in the amount of \$8,805.90. This credit will be applied against charges for recurring Services, (and any taxes and fees associated with those Services), included in future invoices issued by RingCentral to Customer until the total amount of the credit is used. The Customer will be responsible to pay for any additional services and products, including without limitation, additional lines and extensions, one-time services, usage base fees and bundles, IP devices, and their associated taxes and fees. This credit is non-transferable and non-refundable, and the entire amount is void if the Agreement is terminated within the first 30 days; after that, any unused amount will expire immediately upon termination of your Agreement.

IN WITNESS WHEREOF, the Parties have executed this RingCentral Order Form above through their duly authorized representatives.

Township of West Orange NJ

RingCentral, Inc.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

RingCentral Professional Services

Statement of Work for Implementation Services

This RingCentral Professional Services Statement of Work for Professional Services (this "**SOW**") is executed by RingCentral, Inc. ("**RingCentral**"), and Township of West Orange (the "**Customer**") pursuant to, and is subject to, the RingCentral PS Agreement executed by Customer and RingCentral on or about _____, ____ (the "**PS Agreement**"). Capitalized terms used in this SOW but not otherwise defined shall have the respective meanings given to them in the PS Agreement.

Customer:	Township of West Orange
Quote/SOW Number:	U2019-01133239
Labor Cost:	\$6,895.00

Project Phases:

- **Multiphase Project. - Per Site**

	Scope of the Phase	Value	Completion Criteria
Phase	Each Site listed in the Appendix B of this SOW constitute an independent Project Phase	Rate per Site per Appendix B (Excluding Taxes)	Completion of all Professional Services described in this SOW for each Site.

The following activities shall be performed in accordance with this Statement of Work and the PS Agreement at the location(s) and for the number of Users and Sites indicated in the attached Appendices:

1. **General**

1.1. Assignment of a designated Project Manager ("PM") – The RingCentral PM will act as Single Point of Contact (SPOC) for delivery services, following the Project Management Institute (PMI) standard methodology. The RingCentral Project Manager will be responsible for the following activities in connection with this Statement of Work (SOW):

- Internal and external kickoff session hosted by RingCentral;
- Creation and management of project governance, to include:
 - Project plan and Schedule;
 - Communication plan, resource plan, escalation plan, change plan, test plan;
 - Action and risk register;
- Completing resource assignment and scheduling in alignment with project schedule;
- Set up of project documentation and timelines in collaboration with designated Customer SPOC;
- Identifying, communicating and mitigating project risks and issues;
- Alignment of scope of services with customer expectations during kickoff;

- vii. Developing, reviewing, authorizing, implementing, and managing change requests and interventions (Perform Change Management) to achieve project outputs;
- viii. Facilitating and leading regular status update meetings, organize planning sessions and Customer steering committees, as applicable;
- ix. Completing scoped migration and go live support; and
- x. Performing closure procedures at the conclusion of project activities.

2. RingCentral Office Planning and Design

2.1. RingCentral Planning and Design ("P&D") and Business Requirements Document ("BRD") review – RingCentral will initiate the Planning and Design process and introduce the Business Requirements Document to the Customer. The RingCentral PM will partner with the Customer to schedule discovery to define, capture, record, and review the existing Customer environment. The location(s) and number of users involved in the Planning and Design process are set forth in Appendix A.

The RingCentral Consultant will review the completed BRD form with the Customer to clarify any design questions and recommend best practices prior to execution of final deliverable. The fully reviewed BRD is signed off by Customer's Project Manager and RingCentral's Project Manager prior to moving to deployment.

- i. Any changes to the fully executed BRD will require an executed Change Order, and may incur additional fees.
- ii. Data captured may include, but is not limited to, the following:
 - a. Customer Site Information;
 - b. User Upload;
 - c. Data collection for End-User and Administrator Training;
 - d. Porting data; Call flow(s);
 - e. Roles and Permissions;
 - f. Delivery Overview;
 - g. Go-Live Readiness Report Card;
- iii. Delay in completing and returning Customer documentation may result in an adjustment of project timeline and additional fees.

2.2 Network Readiness Assessment – RingCentral will provide the Customer with one (1) assessment of the customer's primary Internet Service Provider (ISP) connection to and from RingCentral. This connection will be at the customer's firewall (edge). RingCentral's Network Engineer will provide the following:

- i. RingCentral Network Requirements Documentation;
- ii. Satellite Installation Guide;
- iii. Assistance with satellite installation;
- iv. Document and share results of network assessment for customer reference;

Site assessments not completed prior to Go-Live will result in the forfeiture of the assessment for this project.

There will be a \$1000.00 charge to the account if a RingCentral-provided hardware satellite is not returned in ten (10) business days after agreed completion of the assessment.

Additional network assessments or consultations are available to the customer via an executed Change Order and will result in additional fees. This may include additional ISP links or sites.

3. RingCentral Office Build

3.1. RingCentral User Interface ("UI") Build Out

- i. RingCentral will remotely configure the user interfaces in the system ("UI Build Out") based on the specifications agreed to between the parties in the BRD.
- ii. The UI Build Out will include the features and applications listed in this Section, for up to the number of Users, and the locations set forth in Appendix B.
- iii. Additional Users and locations not listed in Appendix B are subject to additional fees via executed Change Order
- iv. The UI Build Out will include:
 - a. Core Office scripting and UI administration
 - b. Users – This portion of the UI Build Out includes the following:
 - Extension Number;
 - First Name;
 - Last name;
 - Email address; and
 - E911 Address (Customer shall verify that this address is correct in the system within twenty-four (24) hours of notification by RingCentral Personnel that the UI Build Out is complete)
 - c. Auto Attendant - This portion of the UI Build Out includes the following (as agreed upon and documented in the BRD):
 - Configuration of the Call Flows for the routing of calls during business hours including:
 1. Setup of Auto Receptionist features;
 2. Routing and/or IVR menu creation; and
 3. Advanced Rules setup needed for routing menus
 - Configuration of the Call Flows for the routing of calls after business hours, including the setup of Auto Receptionist features, routing and/or IVR menu creation, and the Advanced Rules setup needed for routing menus.
 - d. Call Routing - This portions of the UI Build Out includes the following (as agreed upon and documented in the BRD):
 - Configuration of the groups to be used for call routing including Virtual Extensions, Call Queue Groups, Message and Announcement Only Extensions.
- v. Customizations on individual User endpoints, or phone settings, are not included in the included standard UI Build Out.
 - a. Individual endpoint customization includes, but not limited to:
 - Custom button mapping;
 - Presence;
 - Intercom;
 - Forwarding; or
 - Speed dials.
 - b. Individual endpoint customization is available to the customer via change request at an additional charge.

4. RingCentral Delivery Services

4.1. Remote Delivery and Go Live Services

- i. RingCentral will provide remote go live services to complete the following:
 - a. Delivery resource during remote Go Live as defined in Appendix B;
 - b. Document open issues in action log;
 - c. Transition into support services;
 - d. Perform closure procedures at the conclusion of project activities
- ii. Customer responsibilities:
 - a. Customer is responsible for handset placement at locations listed in Appendix B
 - RingCentral to provide instructions and best practices for handset placement, test, and endpoint registration
 - b. Customer is responsible for decommission and disposal of any legacy equipment

5. RingCentral Training Services

5.1. Admin Training – RingCentral Professional Services will provide resources to complete the following:

- i. Up to two (2) hours of remote admin training
- ii. Sessions cover the following:
 - a. Building, activating, disabling and deleting users;
 - b. Managing user settings with role, templates, and User groups (if applicable);
 - c. Managing system setup and maintenance via the Admin Portal including phone company info, caller ID, and directory assistance;
 - d. Managing phones and numbers including assisted provisioning;
 - e. Call flow management;
 - f. Reports and call logs; and
 - g. Familiarization with Support/Training/Help resources
- iii. Session recordings are included at no additional cost
- iv. Online, self-service admin training at RingCentral University included at no additional cost
 - a. Webinars & Videos, Getting Started Tutorials, and User Guides
- v. Custom admin training, documentation, and videos available at an additional cost via executed Change Order
- vi. Additional admin sessions are available to the customer via Change Request at an additional charge
- vii. Helpdesk training sessions are available to the customer at an additional cost via executed Change Order

5.2. End User Training - RingCentral Professional Services will provide resources to complete the following:

- i. Any combination of the following one (1) hour remote end user training sessions for a total of up to two (2) sessions:
 - a. Standard End User
 - b. Train the Trainer (Standard End User)
 - c. Exec Assistant/Front Desk
 - d. Remote User
- ii. Session recordings included at no additional cost
- iii. Online, self-service end user training at RingCentral University included at no additional cost
 - a. Webinars & Videos, Getting Started Tutorials, and User Guides

- iv. Custom end user training, documentation, and videos available at an additional cost via change request
 - v. Additional end user sessions are available to the customer via Change Request at an additional charge
- 6. Customer Responsibilities** – The Customer is responsible for aspects not specifically included in this Statement of Work. Out of scope items include:
- i. The customers LAN/WAN infrastructure;
 - ii. Network minimum requirements for RingCentral as a Service model;
 - a. Quality of Service (QoS) configuration;
 - b. Firewall or Access Control List (ACL) configuration;
 - c. Power over Ethernet (POE) port activation / configuration;
 - iii. Configuration and software installation on customer PCs;
 - iv. Decommission and disposal of any legacy equipment;
 - v. Customizations on individual User endpoints, or phone settings (as defined in section 3.1.v);
 - vi. Provide work space for RingCentral on-site personnel (as scoped);
 - vii. Overhead paging;
 - viii. Postage Machines;
 - ix. Credit Card or Point of Sale (POS) Machines;
 - x. Door buzzer or Automatic Door Controller;
 - xi. Third party SIP phones;
 - xii. Headsets;
 - xiii. Analog Devices.
- 7. Customer's Telephone Number Porting** –The Customer is responsible for authorizing the telephone number porting by RingCentral. RingCentral shall provide guidance on porting data collection, and shall assist with submission of porting request(s). This effort pertains to those locations identified in Appendix B. Customer and RingCentral agree that RingCentral is not responsible for the portability of any individual number or group of numbers and the sign-off the Professional Services Project Completion Signoff Document shall not be withheld by Customer for delays in the porting of the numbers.
- i. Notwithstanding the above, the RingCentral Project Manager, upon Customer request, shall assist the Customer with this responsibility by performing the following tasks for each Site:
 - ii. The RingCentral Project Manager shall assist the Customer with the initial submission of port requests and shall assist in up to three (3) rejections/resubmissions per location or 90 days from submission, whichever occurs first;
 - a. Any additional port rejections will be the responsibility of the Customer;
 - b. Customer shall provide RingCentral all appropriate Letters of Authorization ("LOA"'s), billing information, and authorized signer for each location;
 - c. Porting submissions will include numbers mapped to correct route as "company" numbers or Direct Dial phone numbers;
- 8. Delays and Changes-** Changes to this SOW shall be made only in a mutually executed written change order between RingCentral and Customer (a "**Change Order**," a sample of which is attached as Appendix C to this SOW), outlining the requested change and the effect of such change on the Services, including without limitation the fees and the timeline as determined by mutual agreement of both parties. Any delays in the performance of consulting services or delivery of deliverables caused by Customer, including without limitation delays in completing and returning Customer

documentation required during the P&D or completing the BRD, may result in an adjustment of project timeline and additional fees. Any changes or additions to the services described in this SOW shall be requested by a Change Order and may result in additional fees.

- 9. **Project Phasing.** - The Professional Services may be delivered in one or more phases as set forth in this SOW. This SOW describes the milestones, objectives, Deliverables, Sites, fees and other components that are included in the scope of each phase ("Project Phases"). Customer agrees that the delivery, installation, testing, acceptance and payment for the Professional Services rendered under any one Project Phase is not dependent on the delivery, installation, testing, acceptance and payment for the Professional Services under any other Project Phase. Each Project Phase will be billed upon Acceptance, and Payment for each Project Phase is due in full within the applicable payment period agreed between the parties and is non-refundable.

IN WITNESS WHEREOF, the Parties have executed this RingCentral Professional Services Statement of Work for Implementation Services below through their duly authorized representatives.

Customer

RingCentral

Township of West Orange

RingCentral, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**RingCentral Professional Services
Statement of Work for Professional Services
Appendix A
Planning and Design Location**

Planning and Design Location Address(s):	Up to # of Users
Remote	197

**RingCentral Professional Services
Statement of Work for Professional Services
Appendix B**

Site	Address	Number of Users	Deployment Type	Number of Site Visits	Rate per Site
Township Hall	66 Main St. West Orange, NJ 07052	44	Remote	0	\$1,540.00
Art Center	549 Valley Rd. West Orange, NJ 07052	4	Remote	0	\$140.00
Health Center	10 Gaston St. West Orange, NJ 07052	6	Remote	0	\$210.00
Grounds Maint.	10 Franklin Rd. West Orange, NJ 07052	1	Remote	0	\$35.00
Tower	2 Marcella Ave. West Orange, NJ 07052	1	Remote	0	\$35.00
Engineering / DPW	25 Lakeside Ave. West Orange, NJ 07052	15	Remote	0	\$525.00
Fire House 1	415 Valley Rd. West Orange, NJ 07052	13	Remote	0	\$455.00
Fire House 2	84 Washington St. West Orange, NJ 07052	2	Remote	0	\$70.00
Fire House 3	93 Ridgeway Ave. West Orange, NJ 07052	4	Remote	0	\$140.00
Fire House 4	280 Pleasant Valley Way West Orange, NJ 07052	4	Remote	0	\$140.00
Fire House 5	25 Mount Pleasant Place West Orange, NJ 07052	17	Remote	0	\$595.00
Animal Shelter	311 Watchung Ave. West Orange, NJ 07052	2	Remote	0	\$70.00
Pool	60 ½ Cherry Street West Orange, NJ 07052	13	Remote	0	\$455.00
Police	60 Main Street West Orange, NJ 07052	64	Remote	0	\$2,240.00
Katz Center	650 Pleasant Valley Way West Orange, NJ 07052	3	Remote	0	\$105.00
Police Sub-Station	92 Washington St. West Orange, NJ 07052	4	Remote	0	\$140.00
Total		197			\$6,895.00

